

GENERAL DYNAMICS/Fort Worth

Inclosure (C)

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CERTIFICATE OF COMPLETION.

Contract No. AF33(657)-12675

For and in consideration of the payments heretofore made to GENERAL DYNAMICS CORPORATION, GD/Fort Worth, Fort Worth, Texas, (hereinafter referred to as "GD/FW") the payment of Voucher No. FWPV-3 in the amount of six thousand two hundred forty one and 93/100 Dollars (\$ 6,241.93), now due for and under the performance of Contract No. AF33(657)-12675 by and between the Government and GD/FW, together with other good and valuable consideration, the receipt of all of which is hereby acknowledged, the undersigned certifies that to the best of his knowledge and belief, the following statements are true and correct:

1. All of the services and/or supplies to be furnished and delivered under the terms of the Contract, as amended, have been delivered to and accepted by the Government.

2. All contractual changes which have been initiated during the performance of the contract have been reduced to writing and embodied in formal contractual instruments such as Change Orders or Supplemental Agreements.

3. All reductions in fixed fee to which the Government is entitled have been effected by Change Order or Supplemental Agreement.

4. All Subcontracts or Purchase Orders under the Contract have been completed and no bills or invoices in GD/FW's possession remain unpaid.

5. GD/FW has given notice to the Government of:

- a. All suits instituted against it, arising out of or in connection with the contract;
- b. All inventions and discoveries required to be disclosed under the contract;
- c. All royalties and/or royalty rates paid or to be paid, which are required to be reported.

6. All Government furnished property and property purchased by GD/FW for which it has been or will be reimbursed by the Government has been:

- a. Delivered to the Government or reasonably consumed in the performance of the contract; or

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- b. Acquired and paid for by GD/FW; or
- c. Transferred to another cost reimbursement type contract under which accountability will be carried forward; or
- d. Retained by GD/FW for use on subsequent cost reimbursement type contracts; or
- e. Disposed of or retained by GD/FW with Air Force Plant Representative's approval, if of classified nature, in accordance with Security Agreement or existing Regulations; or
- f. Sold, and the proceeds of all sales of Government-owned property, including scrap, have been or will be paid to the Government or credited to the contract; or
- g. Maintained in a common inventory available for all contracts because it is in the nature of supplies, shop tools, or other allocated material which are not directly related to any contract.

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CONTRACTOR'S ASSIGNMENT OF REFUNDS, RERATES AND CREDITS

Contract No. AF33(657)-12675

Pursuant to the terms of Contract No. AF33(657)-12675 and in consideration of the reimbursement of costs and payment of fee, as provided in the said contract and any assignment thereunder, the GENERAL DYNAMICS CORPORATION, GD/Fort Worth, Fort Worth, Texas, (hereinafter called the Contractor) does hereby:

1. Assign, transfer, set over and release to the UNITED STATES OF AMERICA (hereinafter called the Government), all right, title and interest to all refunds, rebates, credits or other amounts (including any interest thereon) arising out of the performance of the said contract, together with all the rights of action accrued or which may hereafter accrue thereunder, provided the assignment, transfer, set over and release herein effected is limited to refunds, rebates, credits or other amounts now due or which may become due in regard to or in connection with the cost for which the Contractor is reimbursed.

2. Agree to take whatever action may be necessary to effect prompt collection of all refunds, rebates, credits or other amounts (including any interest thereon) due or which may become due, and to promptly forward to the Contracting Officer checks (made payable to the Treasurer of the United States) for any proceeds so collected. The reasonable costs of any such action to effect collection shall constitute allowable costs when approved by the Contracting Officer as stated in the said contract and may be applied to reduce any amounts otherwise payable to the Government under the terms hereof.

3. Agree to cooperate fully with the Government as to any claim or suit in connection with refunds, rebates, credits or other amounts due (including any interest thereon); to execute any protest, pleading, application, power of attorney or other papers in connection therewith; and to permit the Government to represent it at any hearing, trial or other proceeding arising out of such claim or suit.

IN WITNESS WHEREOF, this agreement has been executed this 30th day of April 1965.

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CONTRACTOR'S RELEASE

Contract No. AF33(657)-12675

Pursuant to the terms of Contract No. AF33(657)-12675 and in consideration of the sum of one hundred forty nine thousand eight hundred twenty four and 93/100 dollars (\$149,824.93) which has been or is to be paid under the said contract to GENERAL DYNAMICS CORPORATION, GD/Fort Worth, Fort Worth, Texas (hereinafter called the Contractor), or to its assignees, if any, the Contractor, upon payment of the said sum by the UNITED STATES OF AMERICA (hereinafter called the Government), does remise, release, and discharge the Government, its officers, agents, and employees, of and from all liabilities, obligations, claims, and demands whatsoever under or arising from the said contract, except:

1. Specified claims in stated amounts or in estimated amounts where the amounts are not susceptible of exact statement by the Contractor as set forth in Exhibit "A" attached hereto and hereby incorporated herein by this reference.

2. Claims, together with reasonable expenses incidental thereto, based upon the liabilities of the Contractor to third parties arising out of the performance of the said contract, which are not known to the Contractor on the date of the execution of this release and of which the Contractor gives notice not more than six (6) years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is shorter.

3. Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable expenses incidental thereto, incurred by the Contractor under the provisions of the said contract relating to patents.

The Contractor agrees, in connection with patent matters and with claims which are not released as set forth above, that it will comply with all of the provisions of the said contract, including without limitation those provisions relating to notification to the Contracting Officer and relating to the defense or prosecution of litigation.

IN WITNESS WHEREOF, this release has been executed this 30th day of April 19 65.

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Exhibit "A" to  
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Contract No. AF33(657)-12675

1. None

Approved For Release 2008/12/11 : CIA-RDP67B00074R000500100008-4 Enclosure (A)

TOTAL COST AND ESTIMATED AMOUNTS TO BE CONCEDED

CONTRACT AF33(657)-12675

	<u>Total</u>	<u>Direct Cost</u>	<u>Division Overhead</u>	<u>Corporate Office Overhead</u>	<u>Fixed Fee</u>
Fixed Fee and Cost Incurred (Inception to 2-28-65)	<u>\$150,543.41</u>	<u>\$90,545.78</u>	<u>\$47,224.26</u>	<u>\$2,756.37</u>	<u>\$10,017.00</u>
Estimated Disallowances:					
1. Division Overhead @ .5%	\$ 236.12		\$ 236.12		
2. Corp. Ofc. Overhead @ 17.5%	<u>482.36</u>			<u>\$ 482.36</u>	
Total Estimated Disallowances	<u>\$ 718.48</u>		<u>\$ 236.12</u>	<u>\$ 482.36</u>	
Total Allowable Cost	<u>\$149,824.93</u>	<u>\$90,545.78</u>	<u>\$46,988.14</u>	<u>\$2,274.01</u>	<u>\$10,017.00</u>
Previous Payments Received through Claim No. 2	<u>143,583.00</u>				
BALANCE - Reimbursable Cost and Fee	<u>\$ 6,241.93</u>				

109224.26  
10017.00  
2274.01  
482.36  
236.12  
718.48  
143583.00  
149824.93  
90545.78